

ARTICLES

O F

AGREEMENT,

For carrying on an

EXPEDITION,

B Y

Hudson's Streights,

For the DISCOVERY of a

North - West Passage

T O T H E

Western and Southern Ocean

O F

A M E R I C A.

Dated *March* 30, 1745.

L O N D O N :

Printed in the Year MDCCXLV.

ARTICLES

OF

AGREEMENT,

For carrying on an

EXPEDITION,

BY

N. B. Such Gentlemen as incline to
subscribe to this Undertaking, may
apply, or write a Letter, to the Se-
cretary, at his House in *Cateaton-*
Street, and they shall be waited on
with the Original Agreement.

TO THE



AMERICA

Dated March 30. 1745.

LONDON:

Printed in the Year MDCCXLV.

TO ALL PEOPLE to whom these Presents shall come, We whose Names and Seals are hereunto respectively subscribed and set, send Greeting. Whereas the Discovery of a *North-West Passage* to the Western and Southern Ocean of *America* will be of very great Advantage to the Trade and Commerce of this Kingdom, and a Bill is now depending in Parliament (which it is expected will soon pass into a Law) to intitle the first Discoverers of such Passage to a Reward of 20,000*l.* for such Discovery; And whereas, notwithstanding the past Attempts which have been made for this purpose have not been attended with all the Success that was expected from them, yet We, being induced by the great Probability there is of there being such a Passage, and encouraged by the Prospect of the said Parliamentary Reward, have mutually agreed to set on Foot an Undertaking or Expedition for making of such Discovery; and for that Purpose to fit out proper Ships or Vessels on a Voyage through *Hudson's Streights*, in order to search for, and discover, such Passage. Now know ye, That We, whose Names and Seals are hereunto respectively subscribed and set, for our selves respectively, and for our own respective Executors, Administrators, and Assigns only, [and not any one of us, for any

other or others, of us, or for the Executors, Administrators, or Assigns of any other or others of [us] Do hereby severally and mutually covenant, promise, and agree to, and with each other, and to and with the Executors, Administrators, and Assigns of each other, in manner and form following, [that is to say]

Two or more Ships to be bought and fitted out by the Committee after named.

I. THAT two or more good well-built Ships, or Vessels, shall with all convenient Speed be bought and fitted out, with a sufficient Number of Guns, Munition, and Provisions for 18 Months, and all other things necessary and proper for the said Expedition; which Ships shall be purchased by the Committee herein after named.

The Prime Cost thereof, with the Charges of fitting out, not to exceed 10,000l.

II. THAT the Prime Cost of such Ships, together with the Charges of fitting out the same, as aforesaid, shall not exceed the Sum of 10,000 l.

The Ships to sail on or before the 15th of May, 1746.

III. THAT the said Ships shall sail on the said Expedition, if possible, [Wind and Weather permitting,] on, or before, the 15th Day of May next. 1746.

The Ships, with the Cost, Stock on Hand, and Outset, to be divided into an hundred Shares, at 100l. per Share.

IV. THAT the said Ships, with the Cost, Stock on Hand, and Outset, shall be divided into 100 equal Parts, or Shares, at 100 l. each Share, [Subject to no further Call than is herein after mentioned.]

V. THAT each of us, the Subscribers hereto, shall be intitled to such Number of the said Shares as is set against our respective Names

Names ; and shall pay to the Secretary of the said Undertaking, herein after named, the Sum of 100 l. for each, and every such Share so set against our respective Names, in the manner, and at the respective Times, herein after mentioned ; [that is to say] One Moiety thereof at the Time of our respective Sealing, and Delivering of these Presents, and the other Moiety thereof, [or so much thereof as shall be wanted to defray the Charges of the Outset of the said Ships] within thirty Days, next after the same Ships shall sail from and out of the River *Thames* ; and the Residue of such last mentioned Moiety, [in Case the whole thereof shall not be wanted for the purpose aforesaid] when the same shall be wanted, for furthering, and carrying on, the Purposes of the said Undertaking, and shall be for that purpose called for, or demanded, by the Committee, herein after mentioned, for the Time being, or any three of them.

Each Subscriber to be entitled to the Number of Shares set against his Name ; and to pay 100l. for every such Share in the Manner here mentioned.

VI. THAT in Case any unforeseen Accident, or Emergency, shall arise, which shall make it necessary to advance any further Moneys, for carying on the said Undertaking ; Then each and every of us, the Subscribers hereto, shall and will advance and pay, into the Hands of the Secretary of the said Undertaking, for the time being, such further Sum or Sums of Money, as by a Majority of Votes, of the Subscribers present at any general Meeting or Meetings, to be had as herein after is mentioned, shall be Voted, or agreed, to be so paid, (so as the same, with what shall have been before advanced, by us respec-

And to be subject to a further Call of 20l. upon every Share.

respectively, on Account of the said Undertaking, shall not, together, exceed 120 l. for and upon each and every Share set against our respective Names) and that in such manner, and at such time or times, as at such general Meeting or Meetings, shall be directed or appointed in Relation thereto.

Every Subscriber neglecting to make any of the Payments agreed on, within the Time here limited, to forfeit his Share, and all Monies paid on account thereof before such Default, to the other Subscribers.

VII. THAT the Share or Shares of such of us, the said Subscribers hereunto, in the said Undertaking, as shall neglect to make any one or more of the said several Payments, herein before agreed to be made as aforesaid, for the space of sixty Days, after the respective Times when the same ought to be made, (according to the true meaning of these Presents, and after a Demand shall be made thereof, by the said Committee for the Time being, or any three of them) and also all such Moneys as, before such Default or Defaults, shall have been paid for or on Account of such Share or Shares; shall, by such Default or Defaults, become, and is and are hereby declared and agreed to be, forfeited to, and shall from thenceforth be the Property of, the other Subscribers hereunto, who shall not have made any such Default, according to their respective Shares or Proportions in the said Undertaking; and that such of the Subscribers, neglecting to make such Payment, or any of them, in manner aforesaid, shall not afterwards have any Relief, against such Forfeiture, either in Law or Equity.

No single Person to subscribe for more than 10 Shares.

VIII. THAT no single Person shall have, or be intitled to, or be permitted to Subscribe for, more than Ten Shares in the said Undertaking.

XI.

IX. THAT every Subscriber, his Executors, Administrators, and Assigns, shall have, and be intitled to, as many Votes in all Elections, and with Respect to all other Matters and Transactions, relating to the said Undertaking, to be done or transacted at any general Meeting of the Subscribers, as he or they shall be intitled to Shares in the said Undertaking for the Time being.

Every Subscriber to have as many Votes in all Elections, &c. as he is entitled to Shares in the Undertaking.

Provided nevertheless, that no single Subscriber (what Number of Shares soever he may be intitled to in the said Undertaking) shall have, or be intitled to, more than four Votes.

But no single Subscriber to be entitled to more than four Votes.

X. THAT for the more easy Management, and Speedy Dispatch, of the Business of the said Undertaking, the Nine following Persons (to wit) the Right Honourable Thomas Lord Southwell, Arthur Dobbs, Esq; James Douglas, Esq; Henry Douglas, Esq; Captain John Thomlinson, Rowland Frye, Esq; Mr. Robert Macky, Mr. William Bowden, and Mr. Samuel Smith, shall be, and are hereby declared and appointed to be, a Committee for that Purpose, until a new Committee shall be chosen and appointed as is herein after mentioned; which Committee, hereby appointed, or hereafter to be appointed, shall be stiled, *the North-West Committee.*

Appointment of the present Committee for Management of the Undertaking.

To be stiled The North-West Committee.

XI. THAT the Committee for the Time being, or the Major part of them, shall be, and are hereby, authorized and empowered to purchase such Ships as aforesaid, or such others, and to appoint and employ such Captains, Officers, Seamen, and other Servants,

Powers vested in the Committee.

in

in the said Expedition (and also to remove and displace any) as they, or the major Part of them, shall from time to time think fit; and that such Captains, and Officers, shall obey the Orders, and follow the Instructions, that shall be given to them by the said Committee, or the major Part of them. And that such Committee, or the major Part of them, shall be at Liberty, and are hereby authorized and empowered, to act, in General, in the Conduct and Management of the said Undertaking and Expedition, and all the Affairs and Business thereof, or relating thereto, in such manner, as they, or the Major Part of them, shall from time to time think most for the Benefit and Advantage thereof: And in order to settle and adjust the Method of proceeding therein, the Committee for the time being, or as many of them as conveniently can, shall from time to time meet, and confer together in Relation thereto, when, and as often as, they shall think fit; and shall enter, or cause to be entered, in a proper Minute-Book, to be for that purpose provided, the Names of such of the Members of the said Committee, as shall be present, and all such Matters, Affairs, and Things, as shall be from time to time transacted, ordered, resolved, or agreed upon, at every such Meeting: And whatsoever shall be done, ordered, resolved, or agreed upon, at such Meetings, by the Major Part of the Committee present thereat, (such Majority consisting of not less than three Persons, and all the Members of the said Committee having been previously summoned to attend at such Meetings) and also what shall be done in pursuance

The Committee to meet as often as they think fit.

The Names of every Member of the Committee present at every such meeting, and all Matters transacted thereat, to be entered in a Minute-Book.

And whatever shall be done or agreed on at such Meetings by the major Part of the Committee present

fuance, or Consequence, of any Resolutions, or Agreements, which shall be then and there so entered into, made, or concluded on, with Respect to the Conduct or Management of the said Undertaking and Expedition, or any ways relating thereto, shall be absolutely binding, and conclusive, to all the Subscribers hereunto, and their respective Executors, Administrators and Assigns.

(such Majority consisting of not less than three, and all the Committee having been previously summoned to such Meetings) to be binding to all the Subscribers.

XII. THAT the said Mr. Samuel Smith (being one of the Members of the present Committee) shall be, and is hereby declared and appointed to be, the Secretary of the said Undertaking, until a new Secretary shall be appointed as is herein after mentioned : And all the Subscription Moneys herein before agreed to be advanced as aforesaid, and all other Moneys which shall hereafter be paid on Account of the said Undertaking, shall be paid into the Hands of the Secretary of the said Undertaking for the Time being * ; Who immediately (or as soon as conveniently may be) after Receipt thereof, shall pay the same into the Bank of *England*, or into the Hands of such Banker, or Bankers, as the Committee for the time being, or any five of them, shall appoint, in the Names of the said Committee ; Who shall be at Liberty to draw out all such Moneys as aforesaid, or any part thereof, by Notes or Draughts to be signed by them, or any three of them, when and as the Occasions of the said Undertaking shall from

Mr. Samuel Smith to be the present Secretary of the Undertaking.

All Monies which shall be paid on account of the Undertaking, to be paid to the Secretary.

And he to pay the same into the Bank, or Bankers Hands, as the Committee, or any five of them, shall appoint, in the Names of the Committee. Who may draw out all such Monies as the Occasions of the Undertaking require, by Draughts signed by any three of them.

* N. B. The Secretary has given Security to the Satisfaction of the Committee for the Money he shall receive from Time to Time of the Subscribers.

But no such Draughts to be signed but at some Meetings of the Committee.

time to time require : But no such Notes or Draughts shall be made or signed, but at some such Meetings of the Committee, for the time being, as aforesaid.

The major Part of the Committee may remove the Secretary, and appoint a new one in his room.

XIII. THAT the Major Part of the Committee, for the time being, shall and may be at Liberty, and are hereby empowered, to remove or displace the Secretary of the said Undertaking, for the Time being; and from time to time, in Case of the Removal, or Death, of the Secretary, for the time being, to appoint such other Person to succeed him, as they shall think fit.

As often as any Member of the Committee shall die, a new one to be chosen in his room in the manner here mentioned.

XIV. THAT in Case of the Death of any Member of the Committee for the Time being, a new one shall be chosen and appointed in his Room, out of the Subscribers hereto, by a Majority of Votes of such Subscribers, present at a general Meeting, to be for that Purpose had, within Twenty Days after the Death of such deceased Member : And so from time to time, when, and as often as, the Death of any Member of the Committee, for the Time being, shall happen, such new Choice shall be made as aforesaid.

The Secretary to keep regular Accounts, in proper Books, of Monies received and paid on account of the Undertaking, and of all other Matters relating thereto.

XV. THAT the Secretary of the said Undertaking, for the Time being, shall keep just and regular Accounts, in proper Books, to be for that Purpose provided, of all Sums of Money which shall be received, and paid, on Account of the said Undertaking, and of all other Matters and Transactions relating thereto : Which Books of Account, and all Letters, Papers, and Writings, relating

lating to the said Undertaking, shall be kept in some convenient Place, to be for that Purpose appointed by the Committee, for the Time being, or the Major Part of them.

Which Book, and all Letters, Papers, and Writings relating to the Undertaking, to be kept in a convenient Place, to be appointed by the major Part of the Committee.

XVI. THAT no Commission shall be charged or allowed on the Outset of the said Ships; but, in lieu thereof, the Secretary of the said Undertaking, for the Time being, shall have, and be allowed, out of the Cash belonging, or which shall belong, to the said Undertaking, such yearly Salary, or other Satisfaction, in Respect of his Trouble and Attendance, in and about the Affairs and Business of the said Undertaking, as the Committee, for the Time being, or the Major Part of them, shall think fit to allow, or appoint, to him for that Purpose.

No Commission to be charged on the Outset of the Ships; But in Lieu thereof, the Secretary to be allowed out of the Cash belonging to the Undertaking, such Satisfaction for his Trouble therein, as the Major Part of the Committee shall think fit.

XVII. THAT, during the Continuance of the said Undertaking, a new Election shall be annually made, of a Committee for the Management thereof; for which Purpose a general Yearly Meeting of the Subscribers hereto shall be had, on the first *Wednesday*, in the Month of *February*, in every Year, during the Continuance of the said Undertaking, at such Place as the Committee for the Time being shall appoint; and such Persons as shall be chosen for the Purpose aforesaid, by the Majority of Votes, of the Subscribers present at such Yearly Meeting, shall be the Committee for the Management of the said Undertaking, for the Year ensuing, and until a new Election of a Committee shall be afterwards made.

A new Committee to be annually chosen, in the manner here mentioned

The Committee may call a General Meeting of the Subscribers as often as they shall think fit.

XVIII. THAT besides such General Yearly Meetings, as are herein before agreed to be had as aforesaid, it shall and may be lawful for the Committee, for the Time being, or the major Part of them, to cause a General Meeting, of the Subscribers hereto, to be convened, when, and as often as, they shall think fit, during the Continuance of the said Undertaking; in order to make a Report of their Proceedings, relating thereto, to the Subscribers, and to take their Opinion, and Direction, touching the same; or for such other Purposes as the said Committee shall think fit.

Any Number of the Subscribers (not less than twenty) may call a General Meeting, in Case the Committee, on Application, shall refuse or Neglect so to do.

XIX. THAT if any of the Subscribers hereto (being not less than Twenty in Number) shall be desirous of having a General Meeting of the Subscribers called, in order to lay any Matters before them, relating to the said Undertaking, and to have their Direction or Resolution thereupon, and after Application made to the Committee, for the Time being, for that Purpose, they or the major Part of them shall refuse, or for the Space of Twenty-one Days next afterwards neglect, to convene such General Meeting, then, and in such Case, (but not otherwise) it shall and may be lawful for the Subscribers, so applying as aforesaid, (being not less than Twenty in Number) to call and convene a General Meeting of the Subscribers hereto, for the Purposes herein last beforementioned; and, in such Case, the Secretary, for the Time being, shall, upon the Request of such Subscribers, applying as aforesaid, cause publick Notice to be given, in the *London Gazette*

zette, of the Time and Place of such Meeting, in such Manner as is herein mentioned.

XX. THAT no Annual or other General Meeting of the Subscribers hereto shall be had, until the Secretary, for the Time being, shall have first caused, at least, ten Days Notice to be given, in the *London Gazette*.

Ten Days Notice to be given, by the Secretary, in the London Gazette, of every General Meeting.

XXI. THAT whatsoever shall be transacted, resolved, or agreed upon, at such Annual or other General Meetings as aforesaid, by a Majority of Votes, of the Subscribers present thereat, shall be entered in the Minute Book herein before-mentioned, or in such other Book as shall be for that Purpose provided, and shall be absolutely binding and conclusive to all the Subscribers hereto, and their respective Executors, Administrators, and Assigns; and, so far as the same shall concern or relate to the Committee for the Time being, shall be observed and pursued by them, as near as may be; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

All Transactions and Resolutions at General Meetings to be entered in the Minute-Book above-mentioned, or in some other Book, and to be binding to all the Subscribers

And, so far as relating to the Committee, to be observed by them.

XXII. THAT at all such General Meetings as aforesaid, every Subscriber present thereat, shall have a Right to call for, and inspect, any Books, Papers, or Writings, relating to the said Undertaking, which shall be then in the Custody or Power of the said Committee, for the Time being, or their Secretary.

At general Meetings every Subscriber present may call for and inspect any Books, Papers or Writings relating to the Undertaking, then in the Custody or Power of the Committee, or their Secretary.

XXIII. THAT all Monies to be paid for the said Ships, or for the Purchase or Hire of any other Ships, which shall be bought or taken for the Use and Service of the said Undertaking

As aforesaid, shall be paid for the Use and Service of the said Undertaking

All Charges incident to the Undertaking to be defrayed out of the Cash and Effects belonging thereto.

dertaking, and also the Charges of the Outset of such Ships, and the Wages of all Captains, Officers, Seamen, and Servants, to be employed in the said Undertaking or Expedition, and all the other Charges and Expences whatsoever, any ways incident or relating thereto, shall be paid, defrayed, and allowed, out of the Cash and Effects belonging, or which shall belong, to the said Undertaking.

If a Discovery shall be made of the North-West Passage, by means of the intended Expedition, a general Meeting to be convened to resolve on a proper Method of application for the Reward granted by Parliament for such Discovery;

XXIV. THAT in case the said Undertaking shall prove successful, and a Discovery shall be made of the said *North-West Passage*, by means of the said intended Expedition for that Purpose; then a General Meeting of the Subscribers hereto shall be convened, in manner aforesaid, in order to deliberate, and resolve on a proper Method of Application for the said Reward, granted, or expected to be granted, by Parliament for such Discovery; which, if obtained, and when received, shall be deposited in the Bank of *England*, or in the Hands of such Banker or Bankers, as the Committee, for the Time being, or any five of them, shall appoint, in the Names of the said Committee, until a Dividend can be made thereof amongst the Subscribers hereto.

Which, when received, to be deposited in the Bank, or in such Bankers Hands, as the Committee, or any five of them, shall appoint, till a Dividend can be made thereof amongst the Subscribers.

XXV. THAT as soon as conveniently may be, after Receipt of such Parliamentary Reward, all the Ships, Goods, and Effects, then belonging to the said Undertaking, which cannot properly be divided in Specie, shall be sold, for the best Price or Prices that can be got for the same; And the Moneys arising thereby, and all other the Moneys, and Effects, then belonging to the said Undertaking, together with all such Moneys, as shall

In what manner such Dividend to be made.

shall have been received on Account of such Reward as aforesaid, shall, after a Deduction thereout of all Charges incident or relating to the said Undertaking, and after all the Accounts relating thereto can be finally adjusted and settled, be divided and distributed amongst all the Subscribers hereto, in Proportion to their respective Shares in the said Undertaking, as set against their respective Names.

XXVI. THAT in Case a Discovery shall be made of the said Passage as aforesaid, then each of the Subscribers hereto, who shall be present at the general Meeting, herein before agreed to be thereupon had as aforesaid, shall signify, whether he is willing to be concerned in prosecuting further Discoveries through the said Passage, and in opening a Commerce with the Natives of the Countries, which may be discovered adjoining, or near, to the said Passage, or not? And such of them, as shall then declare themselves on the Affirmative Side of such Question, shall be mutually concerned and interested in all future Adventures, for the Purposes aforesaid, in such respective Proportions, and on such Terms, and Conditions, as shall be then agreed on, between them, in Relation thereto.

XXVII. AND, lastly, it is hereby mutually agreed, by and between all the Subscribers hereto, that in Case, and as often as, any Difference or Dispute shall happen to arise, between the Committee, for the time being, and any of the other Subscribers hereto, their respective Executors, Administrators, or Assigns, touching the said Undertaking, or the Management thereof, or touching their respec-

Such of the Subscribers as after Discovery of the North-West Passage shall, at the general Meeting to be thereupon had, agree to prosecute further Discoveries through such Passage, and to open a Commerce with the Natives of the Countries adjoining thereto: to be mutually concern'd in all future Adventures for those Purposes, on such Terms as shall be then agreed on.

If any Dispute should arise between the Committee, and any of the other Subscribers, to be refer'd to Arbitration

ative Interests therein, or the Construction or meaning of these presents, or any Clause or Agreement herein contained, or any Thing relating to the said Undertaking; Then, before any Suit shall be commenced in Relation to such matter in Difference, the same shall be referred and submitted, to the Hearing and Determination of three reputable Merchants, One to be named by the Committee, for the time being, one other by the other Subscribers, or such of them between whom and the Committee such Difference or Dispute shall arise, and the third Person to be jointly named, and agreed upon, by the said Committee, for the time being, and the said other Subscribers, or such of them as aforesaid; And that such Award or Determination, as shall from time to time be made, touching the Premises, by such three Arbitrators, or any two of them, shall be binding, and conclusive, to the respective Parties in Difference, and their respective Executors, and Administrators, without Appeal to Law, or Equity, or other Remedy or Relief whatsoever, and shall be performed and observed accordingly; So as such three Arbitrators, or any two of them, do and shall make their Award in Writing, touching the Premises so to be to them referred, within two Calendar Months, next after every, or any, such Submission shall be made to them as aforesaid.

In Witness whereof We have hereunto set our Hands, and Seals, this 30th Day of March, in the Year of our Lord 1745, and in the Eighteenth Year of the Reign of our Sovereign Lord George the Second, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c:

